



Appendix D to DIR Contract Number No. DIR-SDD-786

**MAINTENANCE AGREEMENT**

AGREEMENT BETWEEN

**(Customer Name)**

and

VOICE PRODUCTS, INC.

Regarding the maintenance  
of  
equipment installed at:

**(Customer Name and Address)**

Voice Products, Inc.  
8555 East 32<sup>nd</sup> Street North  
Wichita, KS 67226  
(316) 616-1111  
FAX (316) 263-1823



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## **SERVICE AGREEMENT**

Between Voice Products, Inc., 8555 East 32<sup>nd</sup> Street North, Wichita, KS 67226, which shall include the authorized representatives of VOICE PRODUCTS, INC., and Customer.

Hereinafter described as the "USER" of the equipment for the maintenance of Equipment as purchased, designated by a signed and executed sales order or purchase order described as "the Equipment".

WHEREBY IT IS AGREED AS FOLLOWS:

### **Conditions of Equipment at Commencement of Agreement:**

Voice Products, Inc., represents and warrants that the Equipment operates within the manufacturer's specification and has been comprehensively inspected by a qualified engineer, trained and skilled in the performance of the specific services invoiced, and delegated by the manufacturer. Furthermore, any coverage or rights of the USER under any other warranties shall remain in effect, and shall not be mitigated by virtue of this agreement.

## **GENERAL INFORMATION**

**Normal Service Hours:** Normal on-site service hours are 8:00am to 5:00pm, local time of the Install Location, Monday through Friday, excluding the Voice Product holidays listed below. Extended Service Hours are hours outside of the Normal Service Hours. Voice Products' normal office hours are 8:00am to 5:00pm central time.

### **Company Holidays:**

- New Year's Day
- Easter Sunday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day

\*In the event that a holiday falls on a weekend, Voice Products reserves the right to designate a weekday as a holiday for employees.

### **How to Report a Problem:**

Customer will report technical problems with equipment or software to the Voice Products Help Desk.

**Trouble tickets may be opened via telephone contact by dialing (800)466-1152 or (316)616-1111.** If calling outside of normal business hours an on-call product support engineer will be paged. If

your preference is for Voice Products to wait until the next business day to address the issue, please indicate so in your voice message.

**We kindly ask that you do not attempt to contact a technician directly.**

Customer's Designated Contact should be prepared with the following information when reporting a problem:

1. Serial number of equipment with problem being reported (if applicable)
2. Steps Customer has taken to troubleshoot and attempt to resolve before contacting Voice Products
3. Specific error message being received.
4. Specific agents not being recorded, with agent IDS, extensions, channels
5. Instructions on what to do if reboot is required (e.g., authorized to reboot or technician must get authorization before rebooting)
6. Specific questions for inquiries.
7. If calling about an existing ticket, provide the ticket number.

The Product Support Engineer will triage the initial symptoms reported. If necessary, the engineer will dial into the customer's system to conduct remote diagnostics as well as continue to try and resolve the problem over the telephone. If an issue appears to be product software related, a ticket with the Manufacturer may be opened.

The Technical Services Manager will determine if an on-site visit is required by a field technician to resolve the problem. The customer will designate at that time the customer contact from whom the Product Support Engineer will take direction and who will be the primary communication link while on site.

When on site, the Product Support Engineer will communicate directly with the Customer Contact regarding arrival to and departure from premises, work requirements in sensitive locations, and needed customer assistance.

Before departure the Product Support Engineer will request signature on a service statement, which reports to the Customer Contact the work that has been done and describes any outstanding issues.

#### Severity Levels and Escalation Path:

**Severity Level 1 – “CRITICAL FAILURE”** – Any failure of covered items which results in loss of substantial number of recording channels, effected users, or data (audio, screens or both), or if allowed to persist will result in such loss. The loss has been shown to be caused by a defect in covered items. (Hard drive down, unable to record on or more systems), and NOT defects in 3<sup>rd</sup> party products or within the customer environment.



RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Sixty (60) minutes after receipt of call from customer's authorized representative.
On-Site Response Time	Six (6) hours or less or Product Support Engineer on first available flight to site, once the need for on-site support has been determined.
Level of Service	Reasonable effort until the problem is resolved or a work around is provided. The resolution process is ongoing until the problem is solved. Critical failures are typically resolved within 24 hours.

**Severity Level 2 – “LIMITED FUNCTIONALITY”** – The majority of the users at a customer's site are affected, but the problem does not affect the system recording. The problem has a high visibility and although there may be a work around, performance may be degraded or functions limited. Problem may be due to a non-critical part failure or software malfunction. Level 2 problems frequently require manufacturer involvement, and occasionally require manufacturer R&D –level involvement, which may take longer to resolve. (e.g., evaluation form is unavailable, reporting is unavailable).

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Two (2) hours after receipt of call from customer's authorized representative.
On-Site Response Time	These problems are typically corrected via remote access to the system. If not able to resolve remotely with 72 hours, and if final diagnosis of problem reveals a need for on-site personnel, an on-site visit will be scheduled.
Level of Service	Reasonable effort until the work around is provided and system is stable. The resolution process is ongoing until the problem is solved.

**Severity Level 3 – “WORK IMPEDING OR INCONVENIENT”** – A single user or small percentage of users are affected, or the problem has limited visibility.

RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 24 hours after receipt of call from customer's authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the problem is solved.

**Severity Level 4 – “SYSTEM INQUIRY”** – Request for information, request for service work unrelated to a break-fix situation, request for technical correction when not service impacting (e.g., end user applications assistance, data recovery).



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RESPONSE CATEGORY	NORMAL RESPONSE TIMES
Call Back Response Time	Within 48 hours after receipt of call from customer's authorized representative.
On-Site Response Time	Typically resolved via remote system access
Level of Service	The resolution process is ongoing until the problem is solved.



## Escalation Contact Table

NAME	TITLE	EMAIL ADDRESS	PHONE NUMBER
Donna Dill	Technical Services Director/ Fusion	<a href="mailto:ddill@voiceproducts.com">ddill@voiceproducts.com</a>	(316)616-1111 x 114
David Essary	Technical Services Director/ Nice	<a href="mailto:dessary@voiceproducts.com">dessary@voiceproducts.com</a>	(316)616-1111 x 122
Stuart Peters	Vice-President	<a href="mailto:speters@voiceproducts.com">speters@voiceproducts.com</a>	(316)616-1111 x 111
Dean Tullis	President	<a href="mailto:dtullis@voiceproducts.com">dtullis@voiceproducts.com</a>	(316)616-1111 x 112

### What Level of Service does my Service Plan Provide?

Annual support coverage will be in accordance with the Service Plan purchased.

#### Platinum

- Remote Diagnostics (24 hours/7 days a week including holidays)
- On-site Hardware Support – Parts and Labor (24/7 including holidays)
- On-site Software Support – Labor (24/7 including holidays)
- One Annual “Refresher” Training Session (on-site travel costs billable)
- Travel Expenses included for support visits.

#### Gold

- Remote Diagnostics (Monday-Friday 8-5 local, excluding holidays)
- On-site Hardware Support – Parts and Labor (Monday-Friday 8-5 local time, excluding holidays)
- On-site Software Support – Labor (Monday-Friday 8-5 local time, excluding holidays)
- Travel Expenses included for support visits.
- After hours Remote Diagnostics, Hardware Support and Software Support at hourly rates.

#### Silver

- Remote Diagnostics (Monday-Friday 8-5 local, excluding holidays)
- On-site Hardware Support at hourly rates; customer pays for parts.
- On-site Software Support at hourly rates.
- Customer pays travel expenses.

### 1. Routine Visits

Voice Products, Inc., will make routine visits as specified in this maintenance agreement to examine, test and adjust the Equipment, and to maintain the Equipment in good working order



in accordance with this agreement.

## 2. **Special Emergency Visits**

Voice Products, Inc., will provide, free of any additional charge, telephone technical support to assist in clearance of minor faults which do not warrant the visit of an engineer. Voice Products, Inc., will additionally make special emergency visits on request of the **USER**. Such special emergency visits shall be free of additional charge to the **USER**, except where such visits should prove the failure not to be caused by a defect in Voice Products, Inc., Equipment. In this event, the **USER** shall pay to Voice Products, Inc., at its address stated above the appropriate charges for labor and travel.

## 3. **Repair and Replacements**

As may be necessary, Voice Products, Inc., will repair or replace all defective components, **except tape reels and tape**. Such repair or replacement shall be at no additional charge to the **USER** except if caused by accident or negligence or improper use on the part of any person other than the staff of Voice Products, Inc., or if caused by unsuitable electricity supply. All defective component parts so replaced shall become Voice Products, Inc., property. All repair parts shall be new or warranted as new.

## 4. **Liability**

Except as herein expressly stated, Voice Products, Inc., shall not be liable for consequential loss, damage, or injury arising from any stoppage, breakdown, or failure of the Equipment, save where caused by the negligence of or breach of this Agreement by Voice Products, Inc., or their failure to exercise reasonable skill and care in carrying out any work pertinent to this Agreement, but Voice Products, Inc., shall use its best endeavors to remedy any stoppage as promptly as it is able and likewise shall use its best endeavors to keep the Equipment in good working order. If, however, personal injury or damage to property is caused by the negligence of Voice Products, Inc., then Voice Products, Inc., shall accept liability.

## 5. **User's Responsibilities**

- A. Keep and operate the Equipment in a proper and prudent manner and at the same location within the United States, readily accessible for visits from Voice Products, Inc. technicians.
- B. Promptly notify Voice Products, Inc., at the above address of any change in location of the Equipment.
- C. Make all payments due hereunder to Voice Products, Inc., at Voice Products, Inc.' address above stated in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-786.
- D. Promptly notify VOICE PRODUCTS, INC., of faults, service issues or defects in the Equipment.
- E. Provide an adequate and suitable electricity supply in accordance with advice given by Voice Products, Inc., to the **USER** in the sales proposal.



- F. Do such minor maintenance as is required for normal day-to-day operation. Maintenance is specified in the manual provided with the Equipment.
- G. Use for the operation and permitted **USER** servicing of the Equipment (as defined by Voice Products, Inc., instructions) only those materials and supplies (including lubricants) approved by Voice Products, Inc. or equivalent approved by the manufacturer, NICE Systems, Inc.
- H. Provide Voice Products' service personnel full and reasonable access to the Install Location(s) and the System for the purpose of performing maintenance.
- I. Provide a safe working environment for Voice Products service personnel.
- J. Provide Voice Products, at no charge, reasonable access to and use of any machines, attachments and/or communications facilities which are necessary to facilitate maintenance.
- K. Maintain and control proper site environmental conditions and perform any routine maintenance procedures (such as cleaning of Audio Drives and air filters) as prescribed in manufacturer's operations manual pertaining to the Equipment. With the exception of the routine procedures referenced in this section, Customer shall not perform, or cause to be performed maintenance or repair of the System without prior approval of Voice Products.
- L. Make available the install location(s) at such time as may be requested by Voice Products and approved by the customer for installation of any engineering change order.
- M. Provide VPN or dial up remote access for Voice Products remote troubleshooting and held desk support.
- N. Perform system administration (e.g., performing moves, adds and changes, defining user status and system permissions, changing and labeling audio tapes); Completed System Administration training for on-site administrators is mandatory.
- O. Contact Voice Products prior to installation of other third party software (such as anti-virus software) to confirm compatibility with the customer's system.
- P. Contact Voice Products before making changes or modifications to System log ins and passwords.
- Q. Contact Voice Products before making changes to systems that integrate with your System (e.g., switch upgrades, CTI servers, network or firewall changes) to determine if there are implications to your system.
- R. Ensure Customer's designated contact(s) is(are) fully trained on proper administration, use and functionality of the system.
- S. Use best efforts to conduct problem triage before reporting problems to Voice Products.
- T. Provide regular and frequent communication to Voice Products to assure proper understanding of customer issues and provide feedback to Voice Products with confirmation that an issue has been resolved.





## 6. VOICE PRODUCTS, INC. Responsibilities

Voice Products provides basic maintenance services in support of the software and equipment for the term purchased. Basic maintenance services offered include:

- A. Maintaining a technical support center with a twenty-four hour help desk, seven (7) days a week, 365 days a year that allows customer to seek assistance in the use of the equipment and/or software and to report that the system has malfunctioned or is inoperative.
- B. Once the customer has placed a service request, and prior to any onsite work, Voice Products will work with the customer to remotely troubleshoot and resolve the issue with the customer. For technical issues that cannot, in Voice Products' judgment, be resolved remotely, an authorized Voice Products representative will provide onsite technical support.
- C. Using all responsible diligence to correct verifiable and reproducible errors to the software when reported to Voice Products in accordance with Voice Products' standards reporting procedures. Upon verifying that an error is present, Voice Products shall work along with the manufacturer in such a manner which is necessary toward correction of the error.
- D. Performing repairs and regular maintenance practices as are necessary to maintain the Equipment in good working condition.
- E. Furnishing parts and software changes including manufacturer software patches or service packs are necessary to maintain the Equipment in good working condition; also including replacement of hardware components upon determination by Voice Products that hardware failure has occurred. Customer shall return the failed hardware component to Voice Products within fifteen (15) days of receipt of the replacement component or return the defective unit to a Voice Products engineer who may be on site.
- F. Dispatching service personnel on-site to the Install Location(s) when necessary as determined by Voice Products or upon Customer's request. If Voice Products dispatches its service personnel, customer will be billed according to the Service Plan purchased.
- G. Off-hours support shall be billed at rates set forth in Section 4.B. of DIR Contract No. DIR-SDD-786 subject to availability of Voice Products personnel.
- H. Limited Warranty. Voice Products shall perform its support services in a workmanlike manner in accordance with accepted industry practice. Voice Products' obligations to furnish repairs, parts and materials or correct any errors shall be limited to the maintenance terms of this Support Policy, and the service plan purchased and the manufacturer's limited warranty provided at the time of install. Voice Products' obligation to provide support services for the software shall be in accordance with the maintenance terms set forth in this policy documents, such that the software will perform in substantial conformance with the manufacturer's published specifications as amended from time to time. The limited warranty set forth by the manufacturer at the time of purchase shall not be superseded by this Policy Document's



## 7. Duration

This contract may be terminated at any time upon 90 days of prior written notice by either party to the other. Generally one year from the date of this agreement, the specific dates are documented in Appendix 1.

## 8. Rates and Charges

- A. The yearly charge described in Appendix 1, appended hereto, will become payable to Voice Products, Inc., at its address stated above on the first day of each contract year (as defined in Clause 6 above).
- B. In consideration of the Maintenance to be provided herein, Customer will pay Voice Products or the contracting business partner its maintenance fees based on the Service Plan purchased. Voice Products reserves the right to change the maintenance fees and service plans upon the expiration of the then-current Maintenance support term, provided that, no such change will be effective until sixty (60) days after Voice Products has given Customer notice of such change.
- C. Any and all additional time and material charges, hourly or per diem, other charges and/or reimbursable expenses required to be paid by Customer for additional services or services not covered under this Policy, shall be invoiced to Customer after such services were provided and reimbursable expenses were incurred by Voice Products. Payment shall be made in accordance with Section 7C of Appendix A, DIR Contract No. DIR-SDD-786.
- D. If, at customer's request, maintenance is performed during extended services hours not covered by the purchased service plan, then customer shall pay an additional charge, at Voice Products' then current hourly rate, plus reasonable travel expenses incurred by Voice Products. A minimum of four (4) hours will be invoiced if on site services are requested during extended service hours. Maintenance performed during extended service hours at other than customer's request will be billed according to service plan purchased.
- E. Maintenance for Additional Equipment: Additional equipment and software acquired by customer from Voice Products during the term of this policy will be automatically added to list of covered hardware and software following the installation of equipment and/or software. Allowing for a 90-day warranty period on new equipment and software, Voice Products will issue an invoice on a coterminous basis for the prorated maintenance support fee.
- F. Manufacturer Hardware/Software Obsolescence: Equipment In the event that any of the installed hardware or software components are no longer manufactured by or supported by the manufacturer, Voice Products will attempt to continue to maintain the equipment. If a repair is not possible, Voice Products will compute the remaining amount of the annual



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Maintenance Support purchased which covers the equipment, software or part in question and to apply said amount as a discount toward purchase of new software and/or hardware.

## 9. Variation of Charges

- A. If the equipment is added to or altered, then Voice Products, Inc., may make appropriate variations in the charges payable under Clause 7 above. Any such variations shall be subject to USER's approval, which shall not be unreasonably withheld.
- B. Should it become necessary, Voice Products, Inc., may review any charge payable under this Agreement. If Voice Products, Inc. considers it necessary to revise any such charges, it shall, at least three months prior to the end of the current invoicing year, submit a written proposal detailing the revised charges. If the USER shall consider the revised charges to be unreasonable, the USER shall have the right to terminate this Agreement in accordance with Clause 6 above.

## 10. Alterations

- A. The **USER** shall not, in any circumstances, alter or add to the Equipment without Voice Products, Inc., consent (which shall not be unreasonably withheld).
- B. At the **USER's** request, Voice Products, Inc., will, so far as is practicable, move, alter, or add to the Equipment. Voice Products, Inc., may make appropriate charges for such services as approved by the user.

## 11. Defaults

If the **USER** shall fail to make payment, as defined in Clause 5c, or if either party shall be in continual or material breach of its obligations hereunder, the other party may forthwith, by written notice, terminate this Agreement without prejudice to pre-existing rights.

## 12. Force Majeure

Neither party hereto shall be under any liability for failure or delay in performing their respective obligations hereunder which are attributable to causes beyond the relevant party's reasonable control, each party acting reasonably and using its best efforts, based on good faith, to perform such obligations. Force Majeure shall be in accordance with Section 10.C of Appendix A, DIR Contract No. DIR-SDD-786.

## 13. Confidentiality

Voice Products, Inc., shall not disclose any information about the **USER**, its business, or its customers to any third party without the prior consent of the **USER**. For the purpose of this clause, "**USER**" shall include any partner or body associated with the **USER**, and/or any



affiliate or subsidiary of the user. The foregoing obligation of confidentiality shall survive any termination of this Agreement. Confidentiality shall be in accordance with Section 9.H. of Appendix A, DIR Contract No. DIR-SDD-786.

## 14. **Excluded From Coverage**

Maintenance to be provided under the Standard Maintenance Policy does not include services for repair of damage, replacement of parts, correction of errors or defects, or increase of service time attributable to the following reasons:

- A. Any problems resulting from the misuse, improper use, abuse, alteration, or damage of the System.
- B. Any problems caused by modifications in any versions of the software not made or authorized in writing (in advance) by Voice Products or the manufacturer.
- C. Any problems resulting from the combination of the System with such other programming, equipment or materials not supplied by Voice Products or to the extent such combination has not been approved in writing by Voice Products or the manufacturer.
- D. Any problems resulting from the user or operation of the system for purposes for which it was not designed.
- E. Problems resulting from unusual physical or electrical stress (such as power, UPS or air conditioning failure), accident, neglect or acts of God, and any other similar causes beyond Voice Products' control.
- F. Electrical work external to and not connected with any covered Products.
- G. Moves, adds and changes requested by customer; these functions should be performed by the customer's System Administrator; completed system administration training for the on-site administrator is mandatory.
- H. Requests for addition training (unless provided in Service Plan purchased by Customer.)
- I. Software version upgrades which provide substantially modified functionality to the original installed system such that it is considered by the manufacturer to be a new product or new version release; such product or new version release upgrades shall be made available for additional charge, including cost of the product and services charges.
- J. Relocation of equipment. Upon request of Customer, Voice Products will provide a price quotation for relocating the equipment to a new site. In the event equipment is moved or relocated by other than Voice Products personnel, Voice Products shall have the right to evaluate the equipment and its new site and environmental conditions as a condition for continuing maintenance on the equipment and to bill customer at it's then prevailing rates for such inspection and any labor, material and adjustments which, in Voice Products' opinion, are necessary to restore the equipment to good operating.



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- K. Requirements for Voice Products to go onsite to resolve an issue because remote access was not provided by customer. If, in Voice Products' judgment, the work could have been completed remotely, customer will be charged time and material rates for this work in addition to the annual maintenance fee.



## APPENDIX 1

### SCHEDULE OF MAINTENANCE SERVICE TIMES AND CHARGES AUTHORIZED SIGNATURES

#### Level of Service Purchased:

Platinum \_\_\_\_\_ Gold X Silver \_\_\_\_\_  
(as defined in General Information)

General Maintenance Agreement (GMA) Software and Hardware	
One Year (1) GMA	\$(Price)

#### Duration:

Month	Day	Year	to	Month	Day	Year
Dates				Here		

# VOICE PRODUCTS INC.



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Customer Signature

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Voice Products, Inc.

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Print Name

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Print Name

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Title

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Title

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Date

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Date